

7667-C

RECORDATION NO. Filed & Recorded

APR 24 1975-11 12 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of February 1, 1975, among AMERICAN SECURITY AND TRUST COMPANY (hereinafter called the Vendee) acting as Trustee under a Trust Agreement dated as of July 1, 1974, with Borg Warner Equities Corporation, NORTH AMERICAN CAR CORPORATION (hereinafter called the Builder) and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as agent (hereinafter called the Assignee).

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement dated as of July 1, 1974 (hereinafter called the Original Conditional Sale Agreement);

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment dated as of July 1, 1974 (hereinafter called the Original Assignment);

WHEREAS the Original Conditional Sale Agreement and the Original Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and were assigned recordation numbers 7667 and 7667-A, respectively;

WHEREAS the Original Conditional Sale Agreement and the Original Assignment have been amended by an Amendment Agreement dated as of December 10, 1974 (the Original Conditional Sale Agreement and the Original Assignment, as so

amended being hereinafter called the Conditional Sale Agreement and the Assignment, respectively), and said Amendment Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and assigned recordation number 7667-B;

WHEREAS the Vendee and North American Car Corporation, as lessee (hereinafter in its capacity as lessee called the Lessee), have entered into a Lease of Railroad Equipment dated as of July 1, 1974 (hereinafter called the Original Lease);

WHEREAS the Vendee and the Assignee have entered into an Assignment of Lease and Agreement dated as of July 1, 1974 (hereinafter called the Original Lease Assignment;

WHEREAS the Original Lease and the Original Lease Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and assigned recordation numbers 7659 and 7659-A, respectively;

WHEREAS the Original Lease and the Original Lease Assignment have been amended by an Amendment Agreement dated as of December 10, 1974) the Original Lease and the Original Assignment, as so amended, being hereinafter called the Lease and the Lease Assignment, respectively), and said Amendment Agreement was filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and assigned recordation number 7659-B;

WHEREAS certain units of railroad equipment are listed in the Conditional Sale Agreement and the Lease as being subject thereto, but such units have not been delivered and accepted pursuant to the terms thereof on or before December 31, 1974; and

WHEREAS, according to the terms of the Conditional Sale Agreement and the Lease, such units of railroad equipment as are not delivered and accepted on or prior to December 31, 1974, are excluded from the Conditional Sale Agreement and the Lease; and

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement and the Lease to show the exclusion of such units for the public record.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The Conditional Sale Agreement and the Lease are hereby amended to exclude from Annex B to the Conditional Sale Agreement and Schedule A to the Lease 6 100-ton capacity, covered hopper cars numbered NAHX 58163, 58164, 58165, 58167, 58168 and **58169**.

2. The Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement and the Lease as though originally

set forth therein.

3. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement.

4. Except as amended hereby, the Conditional Sale Agreement, the Lease, the Assignment and the Lease Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.


AMERICAN SECURITY AND TRUST COMPANY,
as Trustee,

by


Vice President

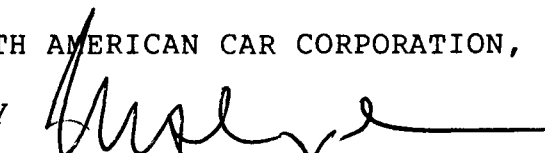
[Corporate Seal]

Attest:


Assistant Secretary

NORTH AMERICAN CAR CORPORATION,

by


Vice President

[Corporate Seal]

Attest:


Assistant Secretary

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION,
as agent,

[Corporate Seal]

Attest:

Patricia Richards
Authorized Officer

by

W. Angus Seegmiller
Authorized Officer

DISTRICT OF COLUMBIA,) ss.:

On this *16th* day of *APRIL*, 1975, before me personally appeared *R. D. LARSON*, to me personally known, who being by me duly sworn, says that he is Vice President of AMERICAN SECURITY AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Gregory M. Pleschke
Notary Public

[Notarial Seal]

My Commission expires *6-30-76*

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this *23rd* day of *April* 1975, before me
personally appeared *M.A. Lynch*, to me personally
known, who being by me duly sworn, says that he is Vice
President of NORTH AMERICAN CAR CORPORATION, that one of
the seals affixed to the foregoing instrument is the corporate
seal of said corporation, that said instrument was signed
and sealed on behalf of said corporation by authority of
its Board of Directors, and he acknowledged that the execution
of the foregoing instrument was the free act and deed of
said corporation.

Doris M. Scherandt
Notary Public

[Notarial Seal]

My Commission expires *5-6-78*

STATE OF UTAH,)
) SS.:
COUNTY OF SALT LAKE,)

On this *14th* day of *April* 1975, before me personally appeared *W. Starr Segmiller*, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Daniel J. Rainey

Notary Public

[Notarial Seal]

My Commission expires

July 22, 1978